

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Mayor and City Council

From: Ann Kattreh
Parks & Recreation Director

Date: April 1, 2014

Subject: Request for Purchase - Design & Consulting Services, Braemar Driving Range & Executive Course, Herfort Norby Golf Course Architects, LLC.

Date Bid Opened or Quote Received:
March 25, 2014

Bid or Expiration Date:
NA

Company:
Herfort Norby Golf Course Architects, LLC.

Amount of Quote or Bid:
\$79,500

Recommended Quote or Bid:
Herfort Norby Golf Course Architects, LLC.

General Information:

On March 18, 2014 the City Council directed staff to proceed with the development of construction documents for the Braemar driving range and Executive Course renovations. Since early 2013, city staff has worked closely with Kevin Norby of Herfort Norby Golf Course Architects to develop concept plans and cost estimates and to determine project scope, location and feasibility for the driving range and Executive Course renovation projects. Attached is an agreement which would provide construction documents, bidding, project award and construction administration. This contract has been reviewed and approved by City Attorney Roger Knutson. The fee of \$79,500 represents approximately 5.2% of the anticipated project cost.

Herfort Norby is located in Chaska, Minnesota and specializes exclusively in the design and renovation of golf courses and golf practice facilities. Kevin Norby is a registered landscape architect and a member of the American Society of Golf Course Architects (ASGCA). Recent similar projects include practice facilities at The Minikahda Club in Minneapolis (2011), Bunker Hills Golf Course in Coon Rapids (2013), New Richmond Golf Club in Wisconsin (2007) and Gross National Golf Club in Minneapolis (2006). Herfort Norby is currently working on the renovation of the practice facilities at Golden Valley Country Club (MN) and Minnesota Valley Country Club (MN) and has major renovations under construction at Coal Creek Golf Course for the City of Louisville (CO) and Elmwood Golf Course for the City of Sioux Falls (SD). Other notable projects include The Preserve on Rathbun Lake (IA), Greystone Golf Club (MN), The Refuge Golf Club (MN), Boulder Pointe Golf Club (MN), and Sunbird Golf Club (AZ).

Agenda Item #: IV.I.

The Recommended Bid is

- ☐ Within Budget
☒ Not Within Budget

Without detailed plans, surveys and watershed district approval, a precise cost estimate is difficult; however, an estimated range of construction costs has been provided. Please see Attachment B: Final Cost Estimate. The estimated construction cost range for the renovation of the driving range and Executive Course is \$1,291,101 to \$1,536,403.

It is staff's recommendation to retain Herfort Norby as they are intimately familiar with the course and the project's scope, constraints and budget. If approved, work on construction documents will begin immediately with the goal of putting the project out for bid in June and starting construction this fall.

Attachments:

- A. Herfort Norby Golf Course Architect Agreement dated March 21, 2014
- B. Final Concept Estimate
- C. Final Concept Plan

Attachment A

HERFORT NORBY Golf Course Architects, LLC.

City of Edina Parks & Recreation
4801 West 50th Street
Edina, MN 55424

Agreement dated March 21, 2014 between the City of Edina, Minnesota (City) and Herfort Norby Golf Course Architects, LLC. (Golf Course Architect) for design and consulting services relating to renovation of the existing driving range and Executive Course at Braemar Golf Course in Edina, Minnesota. This proposal is based upon a fixed fee for the scope of work defined below.

SCOPE OF SERVICES;

Herfort Norby Golf Course Architects, LLC. shall provide the following additional services:

I. Construction Documents

Using the *Final Concept Plan* dated January 28, 2014 as previously prepared by Herfort Norby Golf Course Architects, prepare detailed construction drawings and bid specifications as necessary for solicitation of competitive contractor bids and for construction of the proposed improvements. Construction documents may include:

1. Grading & drainage plan for areas of proposed construction.
2. Detailed green drawings for four (4) Executive Course putting greens including subsurface drainage and associated sand bunkers.
3. Grassing plan showing seed, sod and fertilizer requirements and coverage.
4. Irrigation plan showing proposed head layout, pipe sizing and satellite locations for the driving range and four holes on the Executive Course.
5. Typical construction details for drainage structures, tees, bunkers, curbing and cart paths.
6. Typewritten specifications including Owner requirements, bid forms and contractor requirements.

This phase shall include up to two (2) site visits for the purpose of attending meetings and/or observation of the Work.

II. Construction Administration

Assist the Owner with soliciting competitive bids for the proposed golf course improvements, contractor selection, processing of change orders, processing of applications for payment and periodic observation of the contractor's work.

The Golf Course Architect, as a representative of the Owner, shall visit the site periodically during construction in order to 1.) assist the Contractor and the Owner in interpreting the plans, 2.) become generally familiar with the progress and the quality of the work, 3.) endeavor to guard the Owner against defects and deficiencies in the work, and 4.) determine, in general, if the Work has been performed in a manner indicating that the work is in accordance with the Construction Documents.

This phase shall include up to twelve (12) site visits for the purpose of attending meetings and/or observation of the Work.

COST OF SERVICES

Herfort Norby Golf Course Architects, LLC. shall be compensated on a fixed fee basis. The total fee for the above referenced scope of services shall be seventy nine thousand five hundred dollars (\$79,500.00) as described below.

Construction Documents	\$57,100.00
Bidding and project award	\$2,000.00
Construction Administration	\$20,400.00

TERMS OF PAYMENT

Golf course architectural services shall be provided on a fixed fee basis. Requests for payment shall be made as follows:

- 1. \$10,500.00 upon completion of the Preliminary Grading Plan.
- 2. \$7,000.00 upon completion of the Final Grading Plan.
- 3. \$14,000.00 upon completion of four (4) detailed green drawings.
- 4. \$4,500.00 upon completion of the construction detail drawings.
- 5. \$9,100.00 upon completion of the irrigation plan for the proposed practice facilities and four holes on the Executive Course.
- 6. \$3,500.00 upon completion of the grassing plan.
- 7. \$3,000.00 upon completion of a tree/landscape planting plan.
- 8. \$5,500.00 upon completion of the typewritten technical specifications and bid forms..
- 9. \$2,000.00 upon completion of the bidding process.
- 10. \$20,400.00 paid in four payments coinciding with approximately 25, 50, 75 and 100 percent completion of the phase one golf course improvements.

Payments shall be due thirty (30) days from the invoice date. Any unpaid balance, after 30 days, shall be subject to a 1.00% (12% annually) monthly service charge.

All direct expenses such as shipping, printing, long distance phone, mileage, etc. shall be considered reimbursable expenses and shall be billed to the Owner in addition to the above stated fee. The maximum charge for reimbursable expenses shall be \$2,000. Mileage shall be billed at the current IRS rate.

Additional site visits which may be requested by the Owner may be provided at a rate to be agreed upon by the Owner and the Golf Course Architect prior to the additional service.

OWNER'S RESPONSIBILITIES

The Owner shall:

- a. Provide information such as boundary survey, topographic survey, irrigation system as-built drawings, irrigation pump station and well information, soil data, existing vegetation and wetlands data for use by the Golf Course Architect. The Golf Course Architect shall not be required to survey the site or to verify the accuracy or completeness of the information provided. Any other information which the Owner may have or which the Owner feels that it would like the Golf Course Architect to consider may be provide by the Owner.
- b. Provide typewritten file of the Owner’s bid requirements including bonding, insurance, non-discrimination, etc. to be included in the bidding documents. File should be provided in Word 2010 format.
- c. Review and approve the preliminary plan after marking any required revisions.

- e. Provide structural engineering as necessary for bidding and the safe and accurate design of the project.
- f. Review and approve the final plan and return to the Golf Course Architect after marking any required revisions.
- g. Provide civil engineering and surveying as required for approval, bidding and the safe and accurate design and construction of the project. This may include, but is not limited to, preparation of pollution prevention, storm water pollution prevention plans (SWPPP), storm water management plans, storm water calculations or pipe sizing.
- h. Make all decisions required by the Golf Course Architect in a timely manner.
- i. Submit plans, applications and fees to governing agencies for permits and required approvals prior to construction of the golf course improvements.

OPTIONAL SERVICES

Services or items not included in the above-referenced Scope of Services may be provided upon the agreement by the Owner and Golf Course Architect. The fee for any additional services shall be determined by the Golf Course Architect and the Owner at such time. Such services may include:

- 1. Preparation of an irrigation plan for areas outside the project limit.
- 2. Surveying or Civil engineering.
- 3. As-built drawings.
- 4. Construction details or documents for improvements not included in the above referenced scope of work.
- 5. Camera-ready artwork of drawings or renderings for marketing or printing purposes.

TERMINATION

Either party may terminate this agreement upon fourteen (14) days written notice without cause. Upon termination, the Golf Course Architect shall be entitled only to compensation for work performed to said date of termination and shall deliver copies of all drawings in tangible form to the Owner as prepared to date.

DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of litigation.. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hennepin County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

MISCELLANEOUS PROVISIONS

This Agreement is the entire and integrated Agreement between the Owner and the Golf Course Architect, and supersedes all prior negotiation, statements or agreement, either written or oral. This Agreement may be amended only by written instruments signed by both the Owner and the Golf Course Architect.

The Golf Course Architect shall have no responsibility for addressing subsurface environmental, off-site drainage, storm water run-off, pipe sizing, wetland mitigation, utilities design, bridges or any other related items that may impact the Project or that the State of Minnesota requires to be performed by a registered engineer or other licensed design professional.

The Owner shall provide the Golf Course Architect with typewritten bid requirements and technical specifications for items such as asphalt paving which the Golf Architect shall insert and include in the construction bid package. Typewritten specifications shall be compatible with Microsoft Word software.

If requested, the Golf Course Architect shall issue drawings and specifications prepared by others with its Construction Documents to form a single bid set as a convenience to contractors during the bidding process. This binding-in of documents prepared by others does not imply that the Golf Course Architect has any responsibility for the quality, adequacy or accuracy of such documents. Herfort Norby shall not be responsible for the Owner's or the Owner's Consultant's information incorporated or bound into any of the Golf Course Architect's drawings, specifications or other documents.

The Golf Course Architect shall not be responsible for the design or construction of any proposed buildings or structures as these are solely the responsibility of others.

The Golf Course Architect shall not be responsible for surveying, civil engineering, structural engineering, electrical engineering or mechanical engineering including, but not limited to, preparation of pollution prevention, storm water pollution prevention plans (SWPPP), storm water management plans, storm water calculations or pipe sizing.

Drawings, specifications and all other documents, including those in electronic form, prepared by the Golf Course Architect and/or their consultants are Instruments of Professional Service for use solely with respect to this project. The Golf Course Architect and their consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

As built drawings of the irrigation system or proposed golf course improvements shall be provided by the Contractor or the Owner and are not part of this agreement.

The Architect shall not have any control over or charge of and shall not be responsible for construction means, methods, techniques, schedule, sequences or procedures, or for the safety precautions and programs in connection with any construction, since these are solely the responsibility of others.

INDEMNIFICATION

The Golf Course Architect shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by the negligent acts or omissions of the Golf Course Architect.

INSURANCE

Golf Course Architect shall secure and maintain such insurance as will protect Golf Course Architect from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000/\$2,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$1,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Golf Course Architect shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Golf Course Architect, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000.

Before commencing work the Golf Course Architect shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to the City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer’s intention to cancel this insurance.

INDEPENDENT CONTRACTOR

The City hereby retains the Golf Course Architect as an independent contractor upon the terms and conditions set forth in this Agreement. The Golf Course Architect is not an employee of the City and is free to contract with other entities as provided herein. Golf Course Architect shall be responsible for selecting the means and methods of performing the work. Golf Course Architect shall furnish any and all supplies, equipment, and incidentals necessary for Golf Course Architect's performance under this Agreement. City and Golf Course Architect agree that Golf Course Architect shall not at any time or in any manner represent that Golf Course Architect or any of Golf Course Architect's agents or employees are in any manner agents or employees of the City. Golf Course Architect shall be exclusively responsible under this Agreement for Golf Course Architect's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

SUBCONTRACTORS

Golf Course Architect shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Golf Course Architect shall comply with Minnesota Statute § 471.425. Golf Course Architect must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Golf Course Architect’s receipt of payment from City. Golf Course Architect must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

COPYRIGHT

Golf Course Architect shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

MINNESOTA GOVERNMENT DATA PRACTICES ACT

Golf Course Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Golf Course Architect pursuant to this Agreement. Golf Course Architect is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Golf Course Architect receives a request to release data, Golf Course Architect must immediately notify City. City will give Golf Course Architect instructions concerning the release of the data to the requesting party before the data is released. Golf Course Architect agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Golf Course Architect’s officers’, agents’, city’s, partners’, employees’, volunteers’, assignees’ or subcontractors’ unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

SCHEDULE

The Golf Course Architect will begin work approximately 14 days from receiving written authorization to proceed from the Owner. It is anticipated that the preparation of construction documents will require approximately 60 days to complete and that bidding shall be completed in late spring or early summer of 2014 so that the work may begin in the fall of 2014. The Golf Course Architect’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

Submitted by:

Herfort Norby Golf Course Architects, LLC.
Chaska, MN

Agreed:

City of Edina
Edina, MN.



By _____

President
Its _____

March 21, 2014
Date _____

By _____

Its _____

Date _____

Attachment B

HERFORT NORBY
Golf Course Architects, LLC.

Braemar Golf Practice Facility
Estimate to renovate the existing practice facility and instructional facility.

3/25/2014

Final Concept Plan			
Practice Range & Some Executive Course Improvements			
	Low Range		High Range
Mobilization	\$ 10,000.00	- \$	15,000.00
Strip & replace topsoil (10,000 cy)	25,000.00	-	30,000.00
Mass grading (20,000 cy)	50,000.00	-	60,000.00
Wetland Mitigation			
Pond construction (13,000 cy)	32,500.00	-	39,000.00
Wetland buffer (111,656 sf)	22,331.20	-	27,914.00
Post construction monitoring	15,000.00	-	20,000.00
Erosion control	24,000.00	-	30,000.00
Erosion control blanket (20,000 sf)			
Silt fence (3,000 lf)			
Tree & stump removal (3 acres)	13,500.00	-	18,000.00
Demolition (paving, fence, etc.)	10,000.00	-	12,500.00
Demolition of parking lot south of entry road	15,000.00	-	18,000.00
Reconstruct 4 putting greens w/ drain tile, 12" greensmix (16,000 sf)	104,000.00	-	120,000.00
Construct 22,620 sf target greens	11,310.00	-	13,572.00
New range tees (131,745 sf) w/ 4" topmix, shaping	144,919.50	-	158,094.00
31,000 sf Golf tees w/ 4" topmix, shaping	62,000.00	-	77,500.00
Concrete tee line with mats			
5,700 sf Concrete	25,650.00	-	31,350.00
111 Mats	49,950.00	-	55,500.00
Fairways & roughs (12 acres)	30,000.00	-	33,000.00
Fill existings sand bunkers (10,500 sf)	10,500.00	-	15,750.00
Sod installation around greens and tees (8,000 sy)	24,000.00	-	28,000.00
Drainage (drain pipe, catch basins, flared end sections)	60,000.00	-	70,000.00
Irrigation system	155,000.00	-	170,500.00
Materials (~155 heads, pipe, wire, satellite, valves)			
Cart Paths	34,375.00	-	41,250.00
Sub-cut & granular cart path base - 27,500 sf			
Bituminous paving of cart paths - 27,500 sf			
Bituminous cart path curbing at tees & greens			
Landscaping (trees & shrubs)	15,000.00	-	20,000.00
Grow-in (fertilizer, erosion control, etc.)	10,000.00	-	12,500.00
Netting (1,100 lf)	90,750.00	-	99,825.00
New lesson building	20,000.00	-	25,000.00
New scorecard	2,000.00	-	2,500.00
Disconnect/reconnect utilities	20,000.00	-	25,000.00
Final design, engineering & permitting	86,942.86	-	126,975.50
Total	\$ 1,173,728.56	- \$	1,396,730.50
10% Contingency	117,372.86		139,673.05
Total Practice Range Improvements	\$ 1,291,101.41	- \$	1,536,403.55

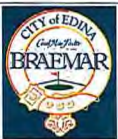
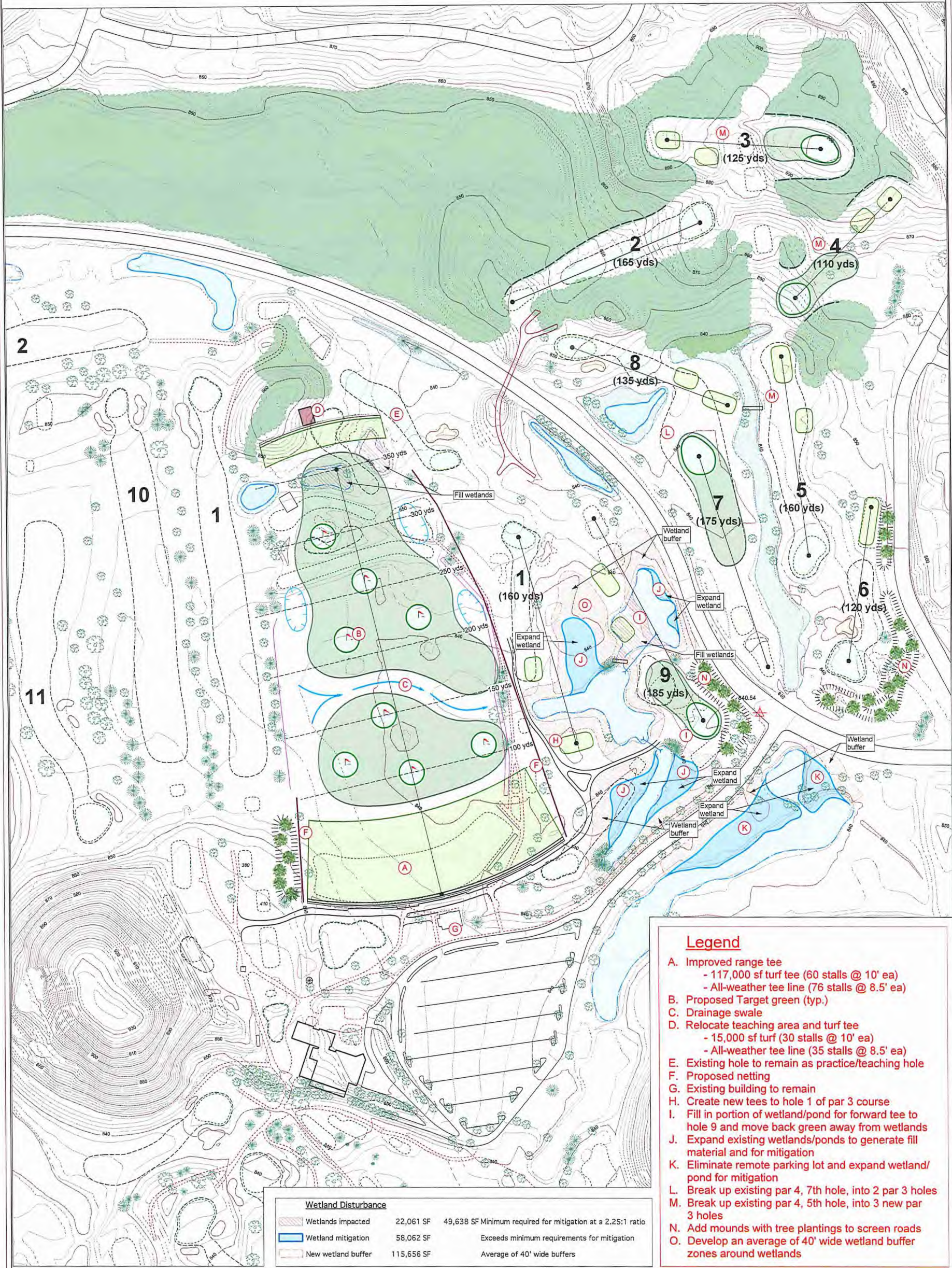
This estimate is for the reconstruction of the existing driving range and practice facilities including the partial rerouting and reconstruction of the Executive Course. This estimate includes not only those changes to the Executive Course which are necessitated by the changes to the driving range project but also those optional changes which would be required to maintain consistent conditions on the remaining Executive Course holes. This proposal does not include changes or improvements to the Championship Course. Since no detailed plans have been prepared, this estimate was prepared using approximate quantities derived from the Final Concept Plan dated Janaury 28, 2014 and should therefore be considered a "ball park" estimate only.

Kevin Norby, President



Herfort Norby Golf Course Architects, LLC.

Attachment C



Braemar Golf Course
6364 John Harris Drive
Edina, Minnesota 55439
(952) 903-5750
City of Edina
Parks & Recreation Department
4801 W. 50th Street
Edina, Minnesota 55424

Golf Course Architect:
HERFORD & NORBY
GOLF COURSE ARCHITECTS
100 East Second Street, Suite 200
Chaska, MN 55318
(952) 361-0644
email: gca@herfordnorbymn.com
web: herfordnorbymn.com

I hereby specify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Landscape Architect under the laws of the State of Minnesota.

Date: 01/27/14 Registration #: 20144

Date: January 28, 2014
Designed by: KN & JS
Drawn by: JS
Revisions:

© This plan and the concepts represented herein are the property of Herford Norby Golf Course Architects. Use of this plan shall require prior written approval by Herford Norby Golf Course Architects.

0 100 200 300 FT
FINAL CONCEPT PLAN

